

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re:

GAYLON JAY TOLES

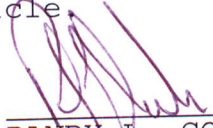
Debtor.

)
)
)
)
) Case No. 09-13747
)
) Chapter 13
)

OBJECTION TO CHAPTER 13 PLAN

COMES NOW, Century Financial Group, LLC, by and through their attorney, Randy L. Goodman and objects to the proposed plan in the following particulars, to-wit:

1. Century Financial Group, LLC has a perfected security interest in a 2007 Chevrolet Malibu 4-Door Sedan, VIN 1G1ZS58F37F223219. (The Lien Entry is attached as Exhibit "1".)
2. There is a principal balance of \$10,346.06. (See Exhibit "2").
3. The Retail Installment Sales Contract and Security Agreement was signed by Gaylon J. Toles with an interest rate of 21%. (See Exhibit "3").
4. The Plan provides for an allowed secured claim of \$8825.00.
5. The Plan does not provide for an adequate or bona fide value of the subject vehicle.



RANDY L. GOODMAN, OBA#11091
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NICOMA PARK, OK 73066
(405) 769-7990
FAX 769-7970
Attorney for Creditor

TOLES GAYLON 2615 FONSHILL OKC OK 73111		HUDIBURG CHEVROLET, INC. 6000 TINKER DIAGONAL MIDWEST CITY OK 73110		BY MOTOR LICENSE AGENT USE ONLY DATE L.F. RECEIVED 3/14/08 TIME RECEIVED 10:00 AM A.M. P.M.	
THIS LIEN ENTRY FORM COVERS THE FOLLOWING VEHICLE				RECEIPT NUMBER	
DATE OF SECURITY AGREEMENT 03/08/2008	ORIGINAL OKLAHOMA TITLE NO	VEHICLE IDENTIFICATION NO. (V.I.N.) 161ZS58F37F223219		080745569A5940	
MODEL YEAR 2007	MAKE & MODEL CHEVROLET MALIBU	BODY TYPE 4 DOOR SEDAN		MOTOR LICENSE AGENT (Identification/Signature) KENNETH R NEWHEY 5569	
FOR SECURED PARTY USE WHEN LIEN RELEASED ONLY				ASSIGNEE OF SECURED PARTY & ADDRESS	
DATE LIEN RELEASED _____ AUTHORIZED BY _____ <input type="checkbox"/> RELEASE MAILED TO OKLA. TAX COM. (DATE) _____ BY <input type="checkbox"/> FIRST CLASS MAIL <input type="checkbox"/> CERTIFIED MAIL <input type="checkbox"/> RELEASE MAILED/DELIVERED TO DEBTOR ON _____ BY <input type="checkbox"/> FIRST CLASS MAIL <input type="checkbox"/> CERTIFIED MAIL ENCLOSURES <input type="checkbox"/> PAID NOTE <input type="checkbox"/> <input type="checkbox"/> DELIVERED IN PERSON I have completed the above tasks. (SIGN) _____				CENTURY FINANCIAL GROUP LLC 229 SOUTH BROADWAY MOORE OK 73160	
ENCLOSURES		SECURED PARTY/ASSIGNEE SIGNATURES			
<input type="checkbox"/> CERTIFICATE OF TITLE <input type="checkbox"/> APPLICATION FOR TITLE <input type="checkbox"/> MANUFACTURER'S STATEMENT OF ORIGIN (M.S.O.) <input type="checkbox"/> FEE		DATE EXECUTED 03/08/2008 BY <i>AB</i>			
LIEN ENTRY FORM - MOTOR VEHICLE - OKLAHOMA Form Approved By Okla. Tax Commission 7-85 <i>Southwest</i> FORM 21 COPY 1: SECURED PARTY MASTER FILE-M.L.A. PROCESSES & RETURNS TO SECURED PARTY 1-800-356-8905					

Exhibit "1"

No Account History Information Available.

No NSF Information Available.

Payment Section

Receipt Number	Date Paid	Principal Paid	Interest Paid	Fees Paid	Total Paid	Late Fee Owed	Late Fee Waved	By Employee	Payment Type	Days Late	Principal Balance
48574 Check #: 1287	04/28/2008	58.78	332.22	9.00	400.00	0.00	10.00	DLH	K	6	13150.22
49013 Check #: 1213	05/30/2008	183.48	207.52	19.00	410.00	0.00	0.00	DLH	K	8	12966.74
49439 Check #: 1292	06/30/2008	192.77	198.23	9.00	400.00	0.00	10.00	DLH	K	8	12773.97
49884 Check #: 1215 Note : cdr	07/30/2008	206.02	188.98	5.00	400.00	0.00	14.00	CDR	K	8	12567.95
50328 Note : dlh	08/29/2008	205.06	185.94	19.00	410.00	0.00	0.00	ATT	C	7	12362.89
50795 Note : cdr	10/03/2008	172.61	213.39	14.00	400.00	0.00	5.00	ATT	C	11	12190.28
51055 Note : cdr	10/24/2008	264.76	126.24	0.00	391.00	0.00	0.00	ATT	C	2	11925.52
51410 Note : cdr	11/21/2008	226.33	164.67	0.00	391.00	0.00	0.00	ATT	C	-1	11699.19
51795 Note : dlh	12/26/2008	198.07	201.93	0.00	400.00	0.00	19.00	ATT	C	4	11501.12
52154 Note : cdr	01/23/2009	232.19	158.81	0.00	391.00	0.00	0.00	ATT	C	1	11268.93
52483 Note : dlh	02/20/2009	235.40	155.60	0.00	391.00	0.00	0.00	ATT	C	-2	11033.53
52807 Note : cdr	03/23/2009	222.32	168.68	0.00	391.00	0.00	0.00	ATT	C	1	10811.21
53113 Note : cdr	04/24/2009	220.39	170.61	0.00	391.00	0.00	0.00	ATT	C	2	10590.82
53364 Note : dlh	05/22/2009	244.76	146.24	0.00	391.00	0.00	0.00	ATT	C	0	10346.06

Payment Totals

	Total Paid	Total Payment	Principal Paid	Interest Paid	Late Fee Paid	NSF Fees + Taxes	Late Fee Owed	Late Fee Waved
Gross Totals	5557.00	5482.00	2862.94	2619.06	75.00	0.00	0.00	58.00

Exhibit "2"

TOLES GAYLON
 2615 FONSHILL
 PO BOX 11611
 OKC OK 73111

HUDIBURG CHEVROLET, INC.
 6000 TINKER DIAGONAL
 MIDWEST CITY OK 73110

NUMBER _____ DATE OF SALE _____

1. ANNUAL PERCENTAGE RATE	2. FINANCE CHARGE	3. AMOUNT FINANCED	4. TOTAL OF PAYMENTS	5. TOTAL SALES PRICE
The cost of the credit as a yearly rate.	The dollar amount the credit will cost.	The amount of credit provided to Buyer or on his behalf as itemized below.	The amount Buyer will have paid after Buyer has made all payments as scheduled.	The total cost of the purchase on credit, including Buyer's down payment of
18.00 %	\$ 5547.48	\$ 13209.00	\$ 18756.48	\$ 20756.48

NO. OF REGULAR PAYMENTS	AMOUNT OF PAYMENTS	DUE DATE OF PAYMENTS
47	390.76	390.76
FREQUENCY OF PAYMENTS	First Payment	Final Payment
Monthly	04/22/2008	03/22/2012

Prepayment: If Buyer pays off early, Buyer will not have to pay a penalty.
 Late Charge: If a payment is late, Buyer will be charged a fee of \$ 20.50
 See Retail Installment Sales Contract, Security Agreement and related contract documents for additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

SECURITY/CO-LATERAL

Boxes checked apply to this transaction:

☒ The signers of the Security Agreement are giving a security interest in the following property:

USED 2007 CHEVROLET MALIBU 4 DOOR SEDAN
 1G1ZS5B37F223219

☐ Collateral securing other sales by Seller to Buyer also secures this Contract.
 Assumption Policy: Someone buying Buyer's house:
☐ may, subject to certain conditions, be allowed to assume the remainder of the mortgage on the original terms.
☐ cannot assume the remainder of the mortgage.

Fees paid in Cash by Buyer: Filing Fees \$ N/A Non-Filing Insurance \$ N/A

1. CASH PRICE (including Accessories, Sales Tax, Service and Service Protection provided by Seller)	2. Cash Down Payment	3. Manufacturer's Rebates	4. Trade-In Allowance	5. Payoff Balance on Trade-In (if any). Paid to	6. Net Allowance on Trade-In (including line 4, from line 5)	7. Total Cash Down and Net Trade (Add lines 2, 3 and 6. If amount is negative enter same positive amount on line 7)	8. Total Down Payment (Enter amount from line 7. If amount is negative, enter "0" in this box)	9. Unpaid Balance of Cash Price (Subtract line 8 from line 1)	10. Credit Life Insurance Premium to	11. Disability Insurance Premium to	12. Other Insurance Premium to	13. Title and Registration Fee to Public Official	14. License, Title and Registration Fee to	15. Service Contract to	16. Processing Fee	17. To	18. To	19. Total Amount Paid to Down Payment of Buyer (Add lines 10 through 18)	20. Less Unpaid Finance Charge	21. AMOUNT FINANCED (Add lines 19, 20. Less Unpaid Finance Charge entered on line 20)
14990.00	2000.00	N/A	N/A	N/A	N/A	2000.00	2000.00	12990.00	N/A	N/A	N/A	10.00	N/A	N/A	109.00	N/A	110.00	319.00	N/A	13209.00

If this Contract arises from a consumer credit sale of a used vehicle (as defined in Part 455 of Title 16 of the Code of Federal Regulations) then the information you see on the window form for this vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the Contract of sale.

DISCLAIMER OF WARRANTIES

Seller's oral statements about the property described herein do not constitute warranties and shall not be relied upon by Buyer. To the extent permitted by law, Seller disclaims all express and implied warranties (including, without limitation, the implied warranty of MERCHANTABILITY and fitness for a particular purpose) with respect to the goods sold; provided, however, if a written warranty is provided to Buyer with this sale or Seller and Buyer enter into a service contract for the property within 90 days after this Contract, the implied warranties of MERCHANTABILITY and fitness for a particular purpose are not disclaimed but shall be limited in duration to the duration of the written warranty.

The undersigned grants to Seller a security interest in Collateral described hereon to secure the payment of the indebtedness evidenced by this RETAIL INSTALLMENT SALES CONTRACT executed herewith, and except for collateral which is the consumer's principal or sole asset, the collateral which is the consumer's principal or sole asset is defined in 16 CFR Sec. 444.1(i). To secure (1) all future advances by Seller to Buyer, (2) all other liabilities to Seller (primary, secondary, direct or indirect, absolute or contingent, joint, joint or several) due or to become due or which may be hereafter contracted by or acquired by Buyer, and (3) the performance of all agreements, covenants, and warranties of Buyer to Seller. Collateral consists of (1) all property specifically described hereon, (2) all personal property available to, or affixed to, such described property, including additions, accessories, and accessories, and (3) proceeds, including insurance proceeds payable by reason of damage to, or loss of, collateral, and (4) proceeds from credit life and disability insurance coverage, if obtained, and any rebates or refunds from such insurance coverage and from any extended service contract purchased by the undersigned pursuant to this Contract.

Gaylon Jay Tolson

INSURANCE STATEMENT

CREDIT LIFE, ACCIDENT AND HEALTH INSURANCE are not required to obtain this extension of credit and such insurance is not a factor in the approval by Seller of the extension of credit. Such insurance for unpaid interest and principal for the term of the debt will only be provided if available and if Buyer and/or Co-Buyer requests Seller to obtain the insurance by indicating the type of insurance desired and agreeing below.

☐ Life Insurance for ☐ Buyer ☐ Co-Buyer
 Cost: \$ N/A

☐ Accident and Health Insurance for ☐ Buyer ☐ Co-Buyer
 Cost: \$ N/A

Buyer ☐ desires insurance checked above
Gaylon Jay Tolson Date _____

Co-Buyer ☐ desires insurance checked above
 does not desire the insurance
 Date _____

VENDOR'S SINGLE INTEREST AND/OR OTHER PROPERTY INSURANCE may be obtained by Buyer and/or Co-Buyer through any person acceptable to Seller. If such insurance is obtained through Seller, the cost for the term of the debt is:

☐ Property Insurance \$ N/A

☐ Vendor's Single Interest Insurance \$ 110.00
 (The issuer issuing this policy waives its right of subrogation against Buyer.)

RETAIL INSTALLMENT SALES CONTRACT

The undersigned Buyer(s) and all other parties liable hereunder, herein and hereafter referred to collectively as Buyer, hereby purchase from Seller the property described herein and agree to pay Seller (a) the Amount Financed as shown herein, (b) interest at the specified Annual Percentage Rate on the balance of the Amount Financed as any amount remaining unpaid, and (c) any other accrued and unpaid cost of the Finance Charge. All payments received by Seller are to be applied first to accrued and unpaid Finance Charge to date of payment and then toward payment of the unpaid balance of Amount Financed.

ALL PARTIES DEEMED PRINCIPALS: All parties liable for payment hereunder shall each be regarded as a principal and each party agrees that any party with approval of holder and without notice to any other party may from time to time renew this Contract or consent to one or more extensions or deferrals of any payment due for any term or terms, and all parties shall be liable in same manner as on original contract. All parties liable for payment hereunder consent to partial payments, any substitutions or release of collateral and to addition or release of any party or guarantor.

PREPAYMENT: Buyer shall have the right to prepay the Amount Financed without penalty in full or in part at any time, provided, however, that prior to or contemporaneously with any such prepayment, Buyer shall have paid to Seller the Finance Charge accrued to date of such prepayment. Upon prepayment in full, the Buyer will be granted a rebate of any unearned portion of the Finance Charge. Partial prepayments shall be applied first to accrued and unpaid Finance Charge and then, at option of Seller, to principal payments in inverse order of maturity.

DELINQUENCY CHARGE: If any payment required by this Contract is not paid in full within 10 days of the due date, the holder may assess a delinquency charge in an amount which is the greater of (i) 3% of the unpaid amount of the payment or (ii) up to the amount set for delinquency charges by the Administrator of the Oklahoma Department of Consumer Credit at the time the payment is delinquent. Buyer agrees the amount set by rule of the Administrator may increase to an amount greater than that disclosed in this Contract.

COLLECTION COSTS: The Seller may charge and collect from the Buyer the maximum fee permitted by law for each return by a bank or other depository institution of a dishonored check, negotiable order of withdrawal or share draft issued to Seller in connection with this sale. This fee shall be in addition to all other loan finance charges, fees and additional charges which the Seller may charge and collect from the Buyer and shall not be subject to refund or rebate. Buyer agrees to pay the costs of enforcing the security interest, and to pay attorney fees, not to exceed 15% of the unpaid debt after default, if allowed by law at the time this Contract is signed.

BUYER(S) SIGNATURES

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

I/We agree to terms of this Retail Installment Sales Contract, the Security Agreement, Disclosure Statement, and Payment Schedule, including Additional Provisions printed on reverse side hereon. I/We have received a completed copy of this form as of Date of Sale indicated above. If applicable, the window form is attached and is complete and correct.

Gaylon Jay Tolson

CENTURY FINANCIAL GROUP LLC
 229 SOUTH BROADWAY
 MOORE OK 73160

Exhibit "3"